scribing to stock in the defendant company contracted also to purchase from defendant "10 barrels of beer per week aggregating 520 barrels per year." No time was expressed limiting the duration of this contract. The plaintiff complied with it for three years and then refused to take any more beer, although he remained in the liquor business for four years thereafter. In a suit by the plaintiff for unpaid dividends on his stock the defendant claimed by way of set-off the damages resulting from the plaintiff's alleged breach of contract. *Held*, that the defendant recover. *Nolle* v. *Mutual Union Brewing Co.*, 108 Atl. 23 (Pa.).

Often the duration of a contract, though not specified, is implied in fact. *Pfiester* v. *Western Union Tel. Co.*, 282 Ill. 69, 118 N. E. 407. But how construe a contract wherein the parties neither expressly nor by implication of fact indicate their intent concerning its duration? It has been held that such contracts are terminable at will. *Barney* v. *Indiana Ry. Co.*, 157 Ind. 228, 61 N. E. 194; *Victoria Limestone Co.* v. *Hinton*, 156 Ky. 674, 161 S. W. 1109. This construction makes the mutual promises illusory and denies the existence of a bilateral contract, which is contrary to the business intent of parties entering into a bargain. The law, moreover, favors a construction of validity where not incompatible with the language of the contract. See *Hobbs* v. *McLean*, 117 U. S. 567, 576. We find also authority for the proposition that such contracts are presumptively of perpetual duration. *McKell* v. *Chesapeake R. Co.*, 175 Fed. 321. See *Western Union Tel. Co.* v. *Penna. Co.*, 129 Fed. 849, 861. In the vast majority of cases, however, perpetual obligation is not contemplated by the parties. A construction, moreover, imposing such obligation should, where possible, be avoided. *Texas & Pac. Ry. Co.* v. *City of Marshall*, 136 U. S. 393; *Maccalum Printing Co.* v. *Graphite Compendius Co.*, 150 Mo. App. 383, 130 S. W. 836. A third construction taken makes such contracts terminable by either party upon reasonable notice. *Stonega Coke & Coal Co.* v. *L. & N. Ry. Co.*, 106 Va. 223, 55 S. E. 551; *Dunham* v. *Orange Lumber Co.*, 59 Tex. Civ. App. 268, 125 S. W. 89. While this view probably accords with custom in contracts of employment, it is doubtful whether in contracts involving subject matter of a different type "terminable upon reasonable notice" is much better than "terminable at will." It is suggested that these contracts should be construed to extend over a reasonable period of time, considering the subject matter of the agreement and the situation of the parties at the time it was made. The principal case, while purporting to imply in fact a limit of time from the surrounding circumstances, is in effect adopting the last construction. *Cf. Suburban R. T. St. Ry. Co.* v. *Monongahela Natural Gas Co.*, 230 Pa. 109, 79 Atl. 252.

CRIMINAL LAW — SELF-DEFENSE — BURDEN OF PROOF. — Under a plea of not guilty to an indictment charging murder, the defendant admitted killing the deceased but claimed self-defense as a justification. *Held*, that the burden of establishing self-defense by a preponderance of evidence was upon the accused. *State* v. *Mellow*, 107 Atl. 871 (R. I.).

It is a general principle of criminal law that the burden of proving the guilt of a defendant beyond a reasonable doubt is always upon the prosecution. The absence of affirmative pleadings in criminal actions and the policy of the law to use the utmost precaution to prevent injustice to the accused seem to be the reasons for this doctrine. See 4 WIGMORE, EVIDENCE, § 2512. When self-defense is the justification offered under a plea of not guilty to a charge of murder, the great weight of authority follows the above rule. *People* v. *Downs*, 123 N. Y. 558, 25 N. E. 988; *Gravely* v. *State*, 38 Neb. 871, 57 N. W. 751. On the other hand, a few courts go to the other extreme by holding that self-defense must be established by the defendant to the satisfaction of the jury. *State* v. *Byers*, 100 N. C. 512, 6 S. E. 420; *State*, v. *Honey*, 65 Atl. 764. (Del.)

Such a rule clearly imposes too great a burden, even though it generally has been limited to cases where the killing was caused by a deadly weapon. But the advisability of adhering to the rule followed by the majority of courts seems questionable in an age when punishment for crime has lost its barbarous character and when unnecessary technicalities are being dispensed with to promote justice. Consequently, an increasing number of jurisdictions have adopted the doctrine of the principal case, that self-defense must be proved by the accused by a preponderance of the evidence. *State* v. *Dillard*, 59 W. Va. 197, 53 S. E. 117; *Szalkai* v. *State*, 96 Ohio St. 36, 117 N. E. 12. Since justification by way of self-defense admits the criminal act, such a rule places no unreasonable burden upon the accused. See 17 HARV. L. REV. 208.

DAMAGES — BREACH OF WARRANTY — DUTY OF BUYER TO MITIGATE CONSEQUENTIAL DAMAGES. — The plaintiff sold to the defendant a refrigerator. In an action for the balance of the purchase price the defendant counterclaimed for losses due to the failure of the refrigerator to fulfill the purpose for which it was bought and introduced evidence that he had lost thereby a large quantity of flowers. A verdict was rendered in favor of the defendant for affirmative damages. *Held*, that the evidence supported this verdict. *Buchbinder Bros.* v. *Valker*, 173 N. W. 947 (N. D.).

For breach of warranty a vendee is permitted to recover consequential damages resulting from the defect, in addition to the difference between the actual and the represented value of the goods. *Black* v. *Elliott*, 1 F. & F. 595; *French* v. *Vining*, 102 Mass. 132; *New York Mining Co.* v. *Fraser*, 130 U. S. 611. See WILLISTON ON SALES, § 614. The courts, indeed, have gone very far in cases of warranties in considering such indirect consequences as recoverable. See 33 HARV. L. REV. 475. But it is a general principle of the law of damages that the injured party cannot recover for losses which he could have avoided by the use of reasonable care. *Texas & Pacific Ry. Co.* v. *White*, 101 Fed. 928; *Gordon* v. *Brewster*, 7 Wis. 355. This principle applies to damages for breach of warranty. *Razey* v. *J. B. Colt Co.*, 106 N. Y. App. Div. 103, 94 N. Y. Supp. 59; *Mark* v. *Williams Cooperage Co.*, 204 Mo. 242, 103 S. W. 20. In the principal case the jury allowed a recovery for the loss of flowers repeatedly placed in the defective refrigerator furnished by the vendor. The minority of the court contended that evidence of these losses should not have been admitted. But it is for the jury to decide whether any of the damages claimed could have been avoided with due care. *Tatro* v. *Brower*, 118 Mich. 615, 77 N. W. 274; *Ford* v. *Illinois Refrigerating Construction Co.*, 40 Ill. App. 222. On this ground the case can be supported.

EQUITY — DAMAGES — AWARD OF SEPARATE DAMAGES TO EACH OF SEVERAL PLAINTIFFS IN ADDITION TO AN INJUNCTION. — The defendant's factory constituted a nuisance to neighboring landowners who joined in a bill in equity asking for an injunction and damages for the injuries suffered by each. The Georgia Code provides that where there is one common right to be established by several persons against another, they may join in the same suit against him. (GA. CIVIL CODE, § 5419.) A demurrer on the ground of misjoinder of parties and causes of action was interposed by the defendant. *Held*, that the demurrer be overruled. *Knox* v. *Reese*, 100 S. E. 371 (Ga.).

That equity has jurisdiction to enjoin a permanent or continuing nuisance is clear. *Wood* v. *Conway Corporation*, [1914] 2 Ch. 47; *Nixon* v. *Bolling*, 145 Ala. 277, 40 So. 210. Where several landowners are injured by the same nuisance, equity permits them, for the purpose of avoiding a multiplicity of suits, to join in a single bill for an injunction. *Cadigan* v. *Brown*, 120 Mass. 493; *Murray* v. *Hay*, 1 Barb. Ch. (N. Y.) 59. *Contra*, *Fogg* v. *Nevada C. O. Ry. Co.*, 20 Nev. 429, 23 Pac. 840. See 1 POMEROY, EQ. JUR., 4 ed., § 257. It is axiomatic that